

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THE NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS PENSION FUND, NEW YORK CITY
DISTRICT COUNCIL OF CARPENTERS WELFARE
FUND, NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS VACATION FUND, NEW YORK CITY
DISTRICT COUNCIL OF CARPENTERS ANNUITY
FUND, NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS APPRENTICESHIP, JOURNEYMAN
RETRAINING, EDUCATIONAL AND INDUSTRY
FUND, NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS CHARITY FUND, and THE NEW YORK
CITY AND VICINITY CARPENTERS LABOR
MANAGEMENT COOPERATION FUND,
by MICHAEL J. FORDE, and PAUL O'BRIEN,
as TRUSTEES,

07 CV 6841 (LAK)

STIPULATION

Plaintiffs,

-against-

WOOD-SKILL RENOVATIONS, INC.,

Defendant.

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IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned
counsel for the parties herein as follows:

1. Wood-Skill Renovations, Inc. ("Wood") will produce and make available, within forty-five (45) days of this stipulation, any and all books and records of Wood relating to the period July 1, 2002 through the date of this Stipulation deemed necessary by the Boards of Trustees of the Plaintiffs for the purpose of conducting an audit to determine delinquent benefit fund contributions.

2. Wood will pay to the order of the "New York City District Council of Carpenters Benefit Funds" the amount of two thousand dollars (\$2,000) representing costs and fees of the arbitration and this action. Payment shall be sent to Andrew Grabois, Esq., c/o O'Dwyer & Bernstien as Attorneys for the NYCDCC Benefit Funds, 52 Paul O'Dwyer Way, New York, NY 10007. This payment shall in no way be construed as a settlement of any delinquent benefit fund

contributions findings as a result of this audit or as a modification to Wood's collective bargaining agreement with the District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America.

3. Plaintiffs agree that they shall take no further steps to confirm, enforce or otherwise give effect to the July 23, 2007 arbitration award of Robert Herzog which is annexed as Exhibit A to Plaintiff's Complaint and underlies this action (the "Action").

4. Pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, the above-captioned Action is hereby dismissed with prejudice.

5. The Court shall retain jurisdiction over this Action for the purpose of enforcing this Stipulation

6. This Stipulation may be executed in counterparts and facsimile or electronic signature will be deemed as effective as original signatures.

7. Upon signature by both counsel below, this Stipulation will be submitted to the Court to be "so ordered".

Dated: October 5, 2007
New York, New York

DENBEAUX & DENBEAUX

Attorney for Defendant

/s Joshua W. Denbeaux

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Attorney for Plaintiff

/s Jason Fuiman

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SO ORDERED

The Honorable Lewis A. Kaplan, USDJ